

MEMORANDUM OF AGREEMENT BETWEEN THE GOVERNMENT
OF THE
REPUBLIC OF BOPHUTHATSWANA AND ALLPOINTS INTERNATIONAL, LTD.

PARTIES

This agreement is between

THE GOVERNMENT OF THE REPUBLIC OF BOPHUTHATSWANA
herein represented by MORAOLE ISRAEL MENONG in his
capacity as Secretary for Foreign Affairs of
Bophuthatswana, duly authorized thereto in terms of
Section 3 of Act of 1980 (Delegation of Powers Act),
hereinafter called "the government".

and

ALLPOINTS INTERNATIONAL, LTD., an American concern
with offices:
1250 Connecticut Ave., N.W.
Suite 319,
Washington, D.C. 20036
operating as a Foreign Affairs and trade office
consultancy and shall be a legal person having locus
standi in iudicio, therein represented by Dr. James L.
Denson of Allpoints International, Ltd.

PREAMBLE

whereas Bophuthatswana IS DESIROUS OF

- (a) obtaining recognition as an independent country by
countries members of the United National Organization;
- (b) having to promote cultural, educational, economic,
academic technical and social relations with as many
countries as possible and any other matter as may be
determined from time to time; AND wishes to promote
the aforesaid objects primarily in the United States
of America.

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AND whereas the consultant has assured the government that he possesses the necessary skill, experience, facilities and contacts to further these aims through his existing establishments in the United States of America and, if necessary elsewhere and is capable to do so actively, continuously and lawfully.

NOW THEREFORE THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. TERMS OF APPOINTMENT

- 1.1 Subject to the conditions hereinafter specified, the Government hereby accepts proposal by the Allpoints, International, Ltd. as contained in annexure A and retains the services of the Foreign Affairs consultant who in turn hereby accepts such assignment.
- 1.2 Whilst the Government shall not prescribe the manner in which the consultant performs its obligations in terms hereof, the consultant agrees and acknowledges that it remains bound and obligated to the Government for the due performance of any and all obligations, tasks of services as are provided for in the document of proposal submitted by the consultant/and staff in the manner detailed in the said document or as may be otherwise provided for herein.
- 1.3 In pursuance of clause 1.2 and as a consequence thereof it is a specific term of this agreement that the Government shall not incur any liability whatsoever for the act of the consultant/or staff done in pursuance of this agreement and any liability so incurred shall be the sole responsibility of consultant and/or staff of the United States office.



2. PERIOD OF CONTRACT

- 2.1 This agreement shall be for a period of six (6) months calculated from August 1, 1988 after which period the Government may renew the agreement for further successive periods not exceeding one (1) year by written notice given to that effect by the Secretary for Foreign Affairs: Provided further that notice to that effect shall be given at least ninety (90) days prior to the date upon which the existing agreement shall expire.
- 2.2 This agreement shall be of effect notwithstanding signature thereof on August 1, 1988.

3. CANCELLATION AND TERMINATION

- 3.1 notwithstanding anything contained in clause 2.1 this contract may be cancelled summarily on notice to that effect anytime during the currency thereof, for anyone of the reasons hereinafter stipulated:
- (a) by the parties hereto in the event of either party being in breach of this agreement and such party having failed to adhere to a written request having been received prior to cancellation;
 - (b) for the reasons stipulated in clause 4.3 hereof;
 - (c) by the Government in the event of the consultant or staff not complying with a directive given in pursuance of clause 7.4;
 - (d) by the Government in the event of the consultant withholding the repayment of any amount paid to them in pursuance of clause 7 hereof, by way of set-off or compensation.
 - (e) by the Government if the consultant is in breach of clause 10 hereof;

- (f) by the Government in the event of the consultant being formally charged in a court of law in any country in which it operates in terms of this agreement, with a criminal offense at your option (which may result upon conviction or imprisonment for a period in excess of three months).
- (g) when for reasons of State, the continuation of this agreement is regarded as not being in the best interest of the Republic of Bophuthatswana. The decision of the government to this effect shall be final and shall not be liable to adjudication or review in terms of clause 6 hereof and the Government shall only be liable to pay to the consultant the fee for which the services have been rendered upto and including the day on which this agreement was terminated.

4. PROGRAMME OF ASSIGNMENTS AND TIME-TABLE

- 4.1 Allpoints International, Ltd. and staff shall submit quarterly reports in which shall be specified details of all activities which have been carried out in order to promote the goals stated in the Preamble hereof as well as a time-table indicating the dates and localities involved in the programme so proposed.
- 4.2 A similar programme of action shall be required in advance of the expiry date of this agreement in order to enable the government to consider whether it should renew the agreement under clause 2.



4.3 The aforesaid programme of action may be approved, altered or rejected by the Government in writing as the case may be and in the event of same being altered or rejected, and no agreement being obtained thereon which is acceptable to both parties, this agreement may be cancelled at the option of either party as envisaged by clause 3.1.

5. ADVICE, CONSULTATION, ASSISTANCE AND REPORT BACK

5.1 Apart from the approved assignments undertaken by the consultant and staff in pursuance of clause 4, the consultant and staff shall provide the Government with aid and guidance in regard to any issue (which the Government may wish to pursue in the country or countries hereby concerned) which is not in conflict with the aims set out in the Preamble hereto.

5.2 The consultant and staff hereby undertake to assist the officers of the Government with such office facilities and other practical aids as it may be possible.

5.3 The consultant shall keep the Government suitably informed from time to time or as the need arises of developments concerning any of the matters stipulated in terms of clause 4.

6. DISPUTES


6.1 The consultant hereby submits to the jurisdiction of the Supreme Court of Bophuthatswana and the judgement of that Court in respect of any matters submitted to it in terms hereof shall be regarded as final and no appeal will lie against any judgement as aforesaid.

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6.2 To this end and notwithstanding any fact to the contrary, this agreement shall be deemed to have been entered into in Bophuthatawana.

6.3 The law applicable to this agreement shall be the law of Bophuthatawana.


7. EXPENSES



7.1 The consultant shall, upon the inception hereof and subsequently, provide the Government with an estimate of expenditure for each period of 12 months covered by this agreement, which the consultant considers will be incurred in giving effect to the said programme, as well as the approximate dates upon which the aforesaid expenditure will be made: Provided further that each estimate of expenditure shall be presented at least two months in advance of the commencement of the 12 months period referred to as aforesaid.

7.2 The Government shall subject to the approval referred to in clause 4.3 hereof and if deemed reasonable and agreed to cause the said amount to be provided to the consultants in sufficient time to enable the consultants to give effect to this agreement.

7.3 Save for the provisions of clause 7.7 any expenses not provided for as per the estimate of expenditure in terms of clause 7.1 shall not be incurred without prior written permission and approval of the government which shall to this end be represented by the Secretary for Foreign Affairs.



- 7.4 Any surplus in the amount so provided shall be reported to the government by the consultants immediately, which may direct as to how the amount in question should be applied and the consultants shall give effect to such aforesaid directive.
- 7.5 The consultant shall not be entitled to withhold by way of set-off or compensation any amount paid to it in pursuance of this clause, in respect of any debt allegedly owing to it by the government.
- 7.6 The government shall bear the costs involved in providing the aforesaid funds in terms of this clause.
- 7.7 The consultant will be entitled to recover the agreed expenses involved in providing the government with the facilities referred to in clause 5.2 by accounting to it in writing supported by vouchers specifying the relevant costs for such expenditure from time to time.



8. ACCOUNTABILITY

8.1 Accountability-Finance

The consultant shall account to the government in respect of the funds paid out to it in terms of 9.1, in the following manner:

- (a) keep an expenditure record,
- (b) keep all bank records
- (c) forward to the government the monthly returns of expenditure to which should be attached copies of invoices and bank statements and
- (d) the returns should be received by the government within first fifteen (15) days of each month.

8.2 Accountability-Activities

In pursuance of clause 4.1 hereof the consultant^A shall submit monthly accounts of activities to the government.

9. REMUNERATION

9.1 The Government shall pay the consultant the contractual budget as follows: \$144,213.34

Allpoints International, Ltd.:

Agent for U.S.A. Mission

Any additional cost or expenditure to the aforesaid contractual budget must receive prior approval of the Minister as per clause 7.3 above.

9.2 The aforesaid amounts shall be paid to the consultant in equal quarterly installments.

9.3 For the purpose hereof, payment shall commence on August 1, 1988 and shall be effected thereafter on or before the last day of every third ensuing month.

9.4 The Government shall cause payment of the aforesaid amounts to be in USA Dollars to the address of the consultant by means of a bank draft in favour of the consultant drawn on the, 1st American Bank, N.A.

Wisconsin & Calvert Branch

Washington, D.C., USA

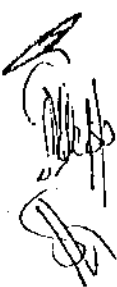
Attn: Mary Lightbown

Acct. No.

ATTENTION: Allpoints International, Ltd.



10. SECRECY




10.1 The consultant undertakes not to disclose to any third party other than as required to U.S. Government Agencies under U.S. Law, wither during the performance of this agreement or after termination thereof, any confidential information acquired in the course hereof, unless the Government consents in writing to such communication, disclosure or publication.

11. NOTICES AND DOMICILIUM

11.1 The Government hereby appoints the address of the Secretary for Foreign Affairs, c/o Private Bag X2012, Mafikeng 8670 as its domicilium citandi et exequutandi for the purposes of any notice, legal process or communication in terms hereof.

11.2 The consultant hereby appoints the address stated herein before as his domicilium citandi et exequutandi for the purposes of any notice, legal process or communication in terms hereof.

11.3 Any notice referred to herein shall be deemed to have been delivered upon receipt thereof at the aforesaid addresses.



12. VALIDITY OF AGREEMENT

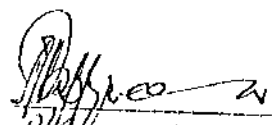
This document shall constitute the one and only record of the terms, conditions and representations between the parties hereto and no alteration thereto which has not been effected in writing and which has not been duly signed by both parties hereto, shall be of any force and effect.

Thus done and signed by the parties hereto as stated herein below

Signed on behalf of the Government of the Republic of Bophuthatswana by MORAOLE ISRAEL MENONG on this the Second day of December, 1988 at Mmabatho


SECRETARY FOR FOREIGN AFFAIRS

AS WITNESS

1. Signature 

Address: P/BAG X 2012
MMAABATHO
8681

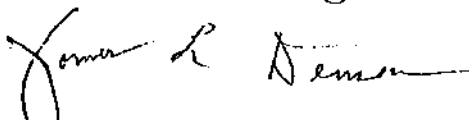
2. Signature 

Address: P/BAG X 2012
MMAABATHO
8681

Occupation: PUBLIC SERVANT

Occupation: PUBLIC SERVANT

Signed on behalf of Allpoints International, Ltd, by DR. JAMES L. DENSON on this the 9 day of December, 1988 at Washington, D.C.



AS WITNESS

1. Signature Sonnie Calhoun Signature Mia C Lewis
Address: 226 Kentucky Ave #4 Address: 6707 Calmes St.
Washington, DC Capitol Hgts MD
20002 2074

Occupation: Educational Occupation: Office Manager
Liaison